

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 3

(Cure Notice)

KELLER BENVENUTTI KIM LLP
JANE KIM (Cal. Bar No. 298192)
(jkim@kbbkllp.com)
JEREMY V. RICHARDS (Cal. Bar No. 102300)
(jrichards@kbbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

TRINITAS ADVANTAGED
AGRICULTURE PARTNERS IV, LP *et al.*,¹

Debtors.

Case No. 24-50211 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

**NOTICE TO COUNTERPARTIES TO
EXECUTORY CONTRACTS AND
UNEXPIRED LEASES OF THE
DEBTORS THAT MAY BE ASSUMED
AND ASSIGNED**

Date: June 14, 2024

Time: 10:00 a.m. (Pacific Time)

Place: **Tele/Videoconference**

Appearances Only

United States Bankruptcy Court
450 Golden Gate Avenue
Courtroom 17, 16th Floor
San Francisco, CA 94102

¹ The last four digits of Trinitas Advantaged Agriculture Partners IV, LP's tax identification number are 3730. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.donlinrecano.com/trinitas>. The Debtors' service address is 2055 Woodside Road, Suite 195, Redwood City, CA 94061.

1 **PLEASE TAKE NOTICE** that on March 29, 2024, the Debtors filed the *Debtors’*
2 *Motion for Orders (I)(A) Authorizing and Approving Bid Procedures, (B) Approving Procedures*
3 *Related to the Assumption of Certain Executory Contracts and Unexpired Leases, (C) Approving*
4 *the Notice Procedures, (D) Authorizing Entry into One or More Stalking Horse Agreements, and*
5 *(E) Setting a Date for the Sale Hearing; and (II) Authorizing and Approving (A) the Sale of Certain*
6 *Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) the Assumption and*
7 *Assignment of Certain Contracts, and (C) Payment of Bid Protections, if Applicable* [Docket No. •]
(the “Sale Motion”). The Debtors seek, among other things, to sell all, substantially all, or a portion
of their property (the “Property”) at an auction free and clear of all liens, claims, encumbrances
and other interests, and to assume and assign certain leases and executory contracts in connection
therewith, pursuant to sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code.

8 **PLEASE TAKE FURTHER NOTICE** that on [DATE], the Bankruptcy Court
9 entered an Order [Docket No. •] approving, among other things, the Bid Procedures set forth
therein (the “Bid Procedures Order”).² The Bid Procedures Order set the key dates and times
related to the Sale of the Property.

10 **PLEASE TAKE FURTHER NOTICE** that the Motion also seeks Court approval
11 of the sale (the “Sale”) of the Property to the Successful Bidder, free and clear of all liens, claims,
12 interests and encumbrances pursuant to Section 363 of the Bankruptcy Code, including the
assumption by the Debtors and assignment to the Successful Bidder of certain executory contracts
13 and unexpired leases pursuant to Section 365 of the Bankruptcy Code (the “Purchased Contracts”).

14 **PLEASE TAKE FURTHER NOTICE** that, within one (1) business day after the
conclusion of the Auction, the Debtors will serve notice of the results of the Auction to all
15 Qualified Bidders, the Creditors’ Committee, Rabo Ag, and all other parties who have timely
elected to continue to receive notices related to the sale process, which notice will be made
16 available at the website of the Debtors’ claims and noticing agent at
17 <https://www.donlinrecano.com/trinitas>. Any counterparty that wishes to receive such notice by
email, must provide their email address to Keller Benvenuti Kim LLP, Attn: Colin Mitsuoaka, by
18 e-mailing cmitsuoaka@kbklp.com by **4:00 p.m.** (prevailing Pacific time) on **May 29, 2024**.

19 **PLEASE TAKE FURTHER NOTICE** that, consistent with the Bid Procedures
20 Order, the Debtors may seek to assume an executory contract or unexpired lease to which you may
be a party. The Potential Purchased Contract(s)³ are described on Exhibit A attached to this Notice.
21 The amount shown on Exhibit A hereto as the “Cure Amount” is the amount, if any, which the
Debtors assert is owed to cure any defaults existing under the Potential Purchased Contract.

22
23
24 ² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the
25 Bid Procedures Order.

26 ³ “Potential Purchased Contracts” are those contracts and unexpired leases that the Debtors have
27 designated as those that a purchaser of the Property may wish to have assumed and assigned to it.
The Successful Bidder, however, may choose to exclude certain of the Debtors’ contracts or
28 unexpired leases from the list of Potential Purchased Contracts as part of their Qualifying Bid or
until Closing, causing such contracts and unexpired leases not to be assumed or assigned by the
Debtors.

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

PLEASE TAKE FURTHER NOTICE that if you disagree with the Cure Amount shown for the Potential Purchased Contract(s) on Exhibit A to which you are a party, you must file, in writing with the Bankruptcy Court, an objection on or before **May 23, 2024, at 4:00 p.m. (prevailing Pacific Time)** and serve your objection on the Objection Notice Parties listed below so as to be received no later than such time. Any objection must set forth a specific default in the executory contract or unexpired lease, claim a specific monetary amount that differs from the amount, if any, specified by the Debtors in the Cure Notice, and set forth, with specificity, any reason why the counterparty believes the executory contract or unexpired lease cannot be assumed and assigned to the Successful Bidder. If a contract or lease is assumed and assigned pursuant to a Court order approving same, then unless you properly and timely file and serve an objection to the Cure Amount contained in this Notice, you will receive at the time of the closing of the sale (or as soon as reasonably practicable thereafter), the Cure Amount set forth herein, if any. Any counterparty to a Potential Purchased Contract that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of the amount, if any, set forth in the attached Exhibit A for that Purchased Contract.

PLEASE TAKE FURTHER NOTICE that if you have any other objection to the Debtors' assumption and assignment of the Potential Purchased Contract to which you are a party, you also must file that objection in writing with the Bankruptcy Court no later than **May 23, 2024, at 4:00 p.m. (prevailing Pacific Time)** and serve your objection on the Objection Notice Parties listed below so as to be received no later than such time, provided, however, that any counterparty to a Potential Purchased Contract may raise an objection to the assumption and assignment of the Potential Purchased Contract solely with respect to such Successful Bidder's ability to provide adequate assurance of future performance under the Potential Purchased Contract at the Sale Hearing. Any counterparty to a Potential Purchased Contract who receives a Cure Notice and wishes to receive evidence of the Qualified Bidders' ability to provide adequate assurance of future performance under section 365 of the Bankruptcy Code may make such a request in writing (an "Adequate Assurance Notice Request") to Keller Benvenutti Kim LLP, Attn: Colin Mitsuoka, 425 Market Street, 24th Floor, San Francisco, California, 94105, or by e-mailing cmitsuoka@kbbkllp.com **so as to be received by 4:00 p.m. (prevailing Pacific time) on May 16, 2024**. By no later than May 30, 2024, the Debtors shall send, by e-mail, the evidence submitted by the Qualified Bidders in their Qualified Bids of their ability to provide adequate assurance of future performance to any counterparty that has submitted a timely Adequate Assurance Notice Request.

PLEASE TAKE FURTHER NOTICE that any objection you may file with the Bankruptcy Court to the Debtors' assumption and assignment of a Potential Purchased Contract, including to the Cure Amount, if any (an "Assumption Objection"), must be served so as to be received by the following parties by the applicable objection deadline (collectively, the "Objection Notice Parties"): (1) Debtors' counsel, Keller Benvenutti Kim LLP, Attn: Jane Kim, Esq., and Jeremy V. Richards, Esq., 425 Market Street, 26th Floor, San Francisco, California, 94105, jkim@kbbkllp.com, jrichards@kbbkllp.com; (2) counsel to Rabo Ag, Fennemore Dowling Aaron, 8080 N. Palm Avenue, 3rd Floor, Fresno, California, 93711 (Attn. J. Jackson Waste (jwaste@fennemorelaw.com), Don J. Pool (dpool@fennemorelaw.com), Jerome A. Grossman (jgrossman@fennemorelaw.com), and Anthony A. Austin (aaustin@fennemorelaw.com); (3) the Office of the United States Trustee for Region 17, 450 Golden Gate Avenue, 5th Floor, Suite #05-0153, San Francisco, California, 94102, Attn: Trevor Fehr (Trevor.Fehr@usdoj.gov) and Paul Leahy (Paul.Leahy@usdoj.gov); and (4) counsel to the Creditors' Committee, (i) Raines Feldman Littrell LLP, 3200 Park Center Drive, Suite 250, Costa Mesa, California, 92626 (Attn. Robert S.

Marticello (rmarticello@raineslaw.com)), (ii) Raines Feldman Littrell LLP, 30 North LaSalle Street, Suite 3100, Chicago, Illinois, 60602 (Attn. Mark S. Melickian (mmelickian@raineslaw.com)), and (iii) Husch Blackwell LLP, 120 South Riverside Plaza, Suite 2200, Chicago, Illinois 60606 (Attn. Michael A. Brandess (Michael.brandess@huschblackwell.com)).

PLEASE TAKE FURTHER NOTICE that an evidentiary hearing (the “Sale Hearing”) to approve the Sale and authorize the assumption and assignment of the Contracts will be held **on June 14, 2024, at 10:00 a.m. (prevailing Pacific Time)**, before the Honorable Dennis Montali, United States Bankruptcy Judge, United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”). Pursuant to the *Procedures for Noticing and Conducting Hearings in the San Francisco Division of the United States Bankruptcy Court for the Northern District of California (effective September 1, 2023)*, **the hearing shall be conducted by video or teleconference, and the Courtroom will be closed.** The Bankruptcy Court’s website provides information regarding how to arrange an appearance at a video or telephonic hearing. If you have questions about how to participate in a video or telephonic hearing, you may contact the court by calling 888-821-7606 or by using the Live Chat feature on the Bankruptcy Court’s website at www.canb.uscourts.gov. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that the Successful Bidder(s) shall be responsible for paying the Cure Amount of any Purchased Contract that is assumed and assigned and for satisfying any requirements regarding adequate assurance of future performance that may be imposed under Sections 365(b) and (f) of the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, in connection with the proposed assignment of any Purchased Contract. The Court shall make its determinations concerning adequate assurance of future performance under the Purchased Contracts pursuant to 11 U.S.C. §§ 365(b) and (f) at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, in the event that the Debtors and the counterparty cannot resolve an Assumption Objection, and the Court does not otherwise make a determination at the Sale Hearing regarding an Assumption Objection, such Purchased Contract will not be assumed and assigned until after the Court has made its determination with respect to the Assumption Objection.

PLEASE TAKE FURTHER NOTICE that, except to the extent otherwise provided in the Purchase Agreement with the Successful Bidder(s), pursuant to Section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved of all liability accruing or arising after the effective date of assumption and assignment of the Purchased Contracts.

PLEASE TAKE FURTHER NOTICE that nothing contained herein shall obligate the Debtors or the Successful Bidder(s) to assume any Potential Purchased Contracts or Purchased Contracts or to pay any Cure Amount.

PLEASE TAKE FURTHER NOTICE that any party that has not received a copy of the Motion or the Bid Procedures Order that wishes to obtain a copy of the Motion or the Bid Procedures Order, including all exhibits thereto, may obtain such documents from the Debtors’ notice and claims agent, Donlin, Recano & Company, Inc. at the following web address:

https://www.donlinrecano.com/trinitas, or by calling the restructuring information center at 1 (800) 780-7386 (toll free) for U.S. and Canada-based parties or 1 (212) 771-1128 for International parties, or by submitting an inquiry via e-mail to tfinfo@drc.equiniti.com.

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN ASSUMPTION OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITH NO FURTHER NOTICE.

ANY COUNTERPARTY TO ANY PURCHASED CONTRACT WHO DOES NOT FILE A TIMELY ASSUMPTION OBJECTION TO THE CURE AMOUNT FOR SUCH PURCHASED CONTRACT AND/OR TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF SUCH PURCHASED CONTRACT IS DEEMED TO HAVE CONSENTED TO SUCH CURE AMOUNT, IF ANY, AND TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF THE PURCHASED CONTRACT TO THE SUCCESSFUL BIDDER.

Dated: [DATE]

KELLER BENVENUTTI KIM LLP

By: /s/ DRAFT

Jane Kim

Attorneys for Debtors and Debtors in Possession

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

**Exhibit A
Cure Amount Schedule**

Index No.	Contract Party	Address1	Description of Contract / Services	Debtor	Cure Amount
1	ADP	1851 N Resler Drive MS-100 El Paso, TX 79912	Client Services Agreement - Payroll and HR services	Trinitas Farming, LLC	\$0.00
2	Allied World National Assurance Company	199 Water Street New York, NY 10038	Commercial Business Insurance - Pollution Liability, Policy No. 0309-5789	All Debtors	\$0.00
3	Benefit Resource, LLC	245 Kenneth Drive Rochester, NY 14623-4277	Benefit Resource Master Services Agreement - Benefit plan administration services	Trinitas Farming, LLC	\$0.00
4	Capitol Specialty Insurance Corporation	1600 Aspen Commons, Suite 300 Middleton, WI 53562	Commercial Business Insurance - Excess Liability, Policy No. APX2101010-03	All Debtors	\$0.00
5	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing 5299785-5000 - Farm equipment lease	Trinitas Farming, LLC	\$44,286.84
6	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 103070 - Farm equipment lease	Trinitas Farming, LLC	\$11,087.81
7	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 103481 - Farm equipment lease	Trinitas Farming, LLC	\$26,741.38
8	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 103720 - Farm equipment lease	Trinitas Farming, LLC	\$8,086.03
9	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 104968 - Farm equipment lease	Trinitas Farming, LLC	\$35,555.58
10	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 110613 - Farm equipment lease	Trinitas Farming, LLC	\$34,299.47
11	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 111452 - Farm equipment lease	Trinitas Farming, LLC	\$59,777.48
12	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 111906 - Farm equipment lease	Trinitas Farming, LLC	\$31,992.20
13	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 118059 - Farm equipment lease	Trinitas Farming, LLC	\$70,388.68
14	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 118627 - Farm equipment lease	Trinitas Farming, LLC	\$135,126.26
15	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 119224 - Farm equipment lease	Trinitas Farming, LLC	\$548,532.20
16	Farm Credit Leasing Services Corporation	1665 Utica Ave S, Suite 400 Minneapolis, MN 55416	Farm Credit Leasing - 121211 - Farm equipment lease	Trinitas Farming, LLC	\$51,615.48
17	Houston Specialty Insurance Co	800 Gessner Rd, Ste 600 Houston, TX 77024	Commercial Business Insurance - Excess Liability, Policy No. ML4262627-2	All Debtors	\$0.00
18	Marsh & McLennan Agency LLC	360 Hamilton Avenue, Suite 930 White Plains, NY 10601	Commercial Business Insurance - Casualty/Property Replacement, Policy No. 7003T849905	All Debtors	\$0.00

Exhibit A
Cure Amount Schedule

Index No.	Contract Party	Address1	Description of Contract / Services	Debtor	Cure Amount
19	Marsh & McLennan Agency LLC	360 Hamilton Avenue, Suite 930 White Plains, NY 10601	Commercial Business Insurance - Liability, Policy No. 7003T849905	All Debtors	\$0.00
20	Marsh & McLennan Agency LLC	360 Hamilton Avenue, Suite 930 White Plains, NY 10601	Commercial Business Insurance - Worker's Compensation, Policy No. FG5 2072607211	All Debtors	\$0.00
21	Marsh & McLennan Agency LLC	360 Hamilton Avenue, Suite 930 White Plains, NY 10601	Commercial Business Insurance - Other., Policy No. BA3T850025 EX3T850222 & XC1EX00918231	All Debtors	\$0.00
22	Marsh USA Inc	PO Box 846112 Dallas, TX 75284-6112	Commercial Business Insurance - Commercial Crime, Policy No. 8242-7527	All Debtors	\$0.00
23	Pomona Farming LP	1250 Rene Levesque Blvd. West, Suite 1400 Montreal, QC, Canada H3B 5E9	Amended and Restated Farm Services Agreement	Trinitas Farming, LLC	\$11,744,822.00
24	Rarestep, Inc.	1900 2nd Avenue North, Suite 300 Birmingham, AL 35203	Fleetio Manage - Enterprise Software Subscription Agreement - Software subscription	Trinitas Farming, LLC	\$0.00
25	R-T Specialty, LLC	540 W. Madison St., 9th Fl Chicago, IL 60661	Commercial Business Insurance - GPL E&O, Policy No. ML4262627-2	All Debtors	\$0.00
26	Scottsdale Insurance Co	One Nationwide Plz Columbus, OH 43215	Commercial Business Insurance - Employment Practices, Policy No. EKS3473256	All Debtors	\$0.00
27	The Almond Company	c/o Clark Hill PLC, Attn: Kevin H. Morse 130 East Randolph St., Ste 3900 Chicago, IL 60601 The Almond Company Kelli Graham 2900 Airport Dr Madera, CA 93637	Custom Processing and Marketing Agreement - Almond processing and marketing services	All Debtors	\$0.00
28	The Harvesting Group GP	470 E. Herndon, Ste 200 Fresno, CA 93720	Combined, Amended, and Restated Commercial Equipment Lease Agreement - Equipment lease	Trinitas Farming, LLC	\$4,891,213.66

Exhibit A
Cure Amount Schedule

Index No.	Contract Party	Address1	Description of Contract / Services	Debtor	Cure Amount
		c/o Clark Hill PLC, Attn: Kevin H. Morse 130 East Randolph St., Ste 3900 Chicago, IL 60601			
29	The Hulling Co.	The Hulling Company 19482 Rd 19 Madera, CA 93637	Almond Hulling/Shelling Agreement - Almond hulling/shelling services	Trinitas Advantaged Agriculture Partners IV, LP	\$212,738.12
30	Ultrex Management Services, LLC	712 Fiero Lane, Suite 33 San Luis Obispo, CA 93401	Lease Agreement - Office equipment lease	Trinitas Farming, LLC	\$0.00